

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION - DETROIT

IN THE MATTER OF:

VITO CONGEMI
JEANETTE CONGEMI,

Debtors.

51251 Hook Drive
Macomb, MI 48042
XXX-XX-0105
XXX-XX-5426

Case No. 10-56614-PJS
Honorable PHILLIP J. SHEFFERLY
Chapter 13

OBJECTIONS TO CONFIRMATION OF CHAPTER 13 PLAN
ON BEHALF OF MAZDA AMERICAN CREDIT

Creditor Mazda American Credit ("Objector") by and through counsel, KILPATRICK & ASSOCIATES, P.C., states:

1. The Debtors ("Debtor" as used herein shall include both Debtors in a joint case) filed a voluntary Chapter 13 petition on May 19, 2010.
2. On the Petition Date the Debtor was indebted to Objector in the amount of \$4,904.16 (plus interest, fees and costs) and in possession of the following: 2009 Mazda Mazda 6 (VIN: 1YVHP81A295M22592) (Acct. No.: 9850) (the "Vehicle").
3. The Vehicle listed in Paragraph 2 was leased under a Vehicle Lease Agreement (the "Lease").
4. The Plan cannot be confirmed for the following reasons:
 - (a) The Plan understates the monthly payment. The correct payment is \$306.51.
 - (b) The Plan fails to provide for surrender of the Vehicle or Relief from the Automatic Stay a. Lease maturity. The Lease matures on October 15, 2011, at which time, the Debtor's interest in the Vehicle ends and the Debtor has no right to retain possession, thereafter.
 - (c) The Debtor's proposed Plan provides for assumption of the Debtor's pending Lease pursuant to 11 U.S.C. § 365 and 11 U.S.C. § 1322(b)(7) with payments to be made direct from the Debtor; however, the Plan does not provide for payments of the Lessors administrative expense claim in the event of default in payments by the Debtor on the Lease and for any and all charges which become due upon lease termination.
 - (d) The Objector is not adequately protected pursuant to 11 U.S.C. §1326 as:
 - (i) The Debtor has failed to demonstrate the Vehicle is insured pursuant to 11 U.S.C. §1326(a)(4).

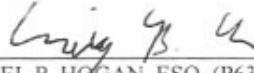
WHEREFORE, Mazda American Credit requests the Court to deny confirmation of the Plan, and to grant such other relief as may be appropriate and just.

Respectfully submitted,

KILPATRICK & ASSOCIATES, P.C.

By:

/s/



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Dated: June 14, 2010